



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MT
 CNC, CNR
 OPR, OPC, MNRL, MNDCL, FFL

Introduction

This hearing convened as a result of three separate applications.

In the Tenant's Application for Dispute Resolution, filed on November 4, 2020, she sought to cancel a 1 Month Notice to End Tenancy for Cause issued on November 14, 2020, (the "1 Month Notice") as well as more time to make such an Application pursuant to section 66 of the *Residential Tenancy Act* (the "Act").

In the Tenant's Application for Dispute Resolution, filed on November 20, 2020, she again requested an Order canceling the 1 Month Notice, as well as an Order canceling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on November 14, 2020 (the "10 Day Notice").

In the Landlord's Application for Dispute Resolution, filed on November 25, 2020, the Landlord sought an Order of Possession based on both the 10 Day Notice and the 1 Month Notice, monetary compensation from the Tenant and recovery of the filing fee.

The hearing of the parties' applications was scheduled for teleconference at 11:00 a.m. on January 26, 2021. Both parties appeared at the hearing. The Landlord was also assisted by J.G. who identified herself as an "agent". The hearing process was explained, and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

Settlement and Conclusion

During the hearing the parties reached a comprehensive settlement of the matters raised in their applications. Pursuant to section 63 of the *Act*, I record their agreement in this my Decision and resulting Orders. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. The Tenant will vacate the rental unit by no later than **1:00 p.m. on January 30, 2021**.
2. In furtherance of the parties' agreement, the Landlord is entitled to an Order of Possession effective **1:00 p.m. on January 30, 2021**. This Order must be served on the Tenant and may be filed in the Supreme Court and enforced as an order of that Court.
3. The parties will complete a move out condition inspection of the rental unit no later than 1:00 p.m. on January 2021.
4. The Tenant shall pay to the Landlord the amount of **\$3,798.00** comprised of unpaid rent for November 2020, December 2020, and January 2021.
5. In furtherance of the parties' agreement, the Landlord is granted a Monetary Order in the amount of **\$3,798.00** pursuant to section 67 of the *Act*. This Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.
6. The Landlord is at liberty to apply for a further Monetary Order, including but not limited to, loss of rent for February 2021 and any costs incurred to clean and repair the rental unit.

This decision is final and binding on the parties, except as otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 26, 2021

Residential Tenancy Branch